

Debtor(s).

Location: Courtroom 5B, 411 West Fourth Street, Santa Ana, California 92701

Overbid procedure (if any):

See attached.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

June 13, 2017 at 11:00 a.m.
Courtroom 5B
411 West Fourth Street
Santa Ana, California 92701

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Jeffrey I. Golden
Beth E. Gaschen
LOBEL WEILAND GOLDEN FRIEDMAN LLP
650 Town Center Drive, Suite 950
Costa Mesa, California 92626
Telephone: 714-966-1000
Facsimile: 714-966-1002
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Date: 05/23/2017

I. OVERBID PROCEDURES

The Trustee proposes the following procedure to allow for overbids prior to the Court's approval of the Sale of the Property:

1. Qualifying bidders ("Qualifying Bidder") shall:
 - a. Bid at least \$1,400,000 in cash for the Property;
 - b. Set forth in writing the terms and conditions of the offer that are at least as favorable to the Trustee as those set forth herein;
 - c. Be financially qualified, in the Trustee's exercise of his sound business judgment, to close the Sale;
 - d. Submit an offer that does not contain any contingencies to closing the Sale, including, but not limited to, financing contingencies;
 - e. Submit a cash deposit for the Property in the amount of \$200,000 (the "Overbid Deposit") payable to Thomas H. Casey, Chapter 7 Trustee for the Bankruptcy Estate of Great American Mint & Refinery, Inc., in the form of a cashier's check, which Overbid Deposit shall be non-refundable if the bid is deemed to be the Successful Bid. The Overbid Deposit, written offer, and evidence of financial qualification must be delivered to the Trustee's counsel: Lobel Weiland Golden Friedman LLP, Attn: Jeffrey I. Golden/Beth E. Gaschen, 650 Town Center Drive, Suite 950, Costa Mesa, California 92656 no later than 5:00 p.m. the day before the hearing on the Motion currently set for June 13, 2017, at 11:00 a.m.
2. At the hearing on the Motion, only the Buyer and any party who is deemed a Qualifying Bidder shall be entitled to bid.
3. Any incremental bid in the bidding process shall be at least \$10,000 higher than the prior bid.
4. At the conclusion of the Auction, the highest bid shall be deemed the successful bid (the "Successful Bid") and the entity or individual making the

Successful Bid will be the "Successful Bidder." Upon the conclusion of the Auction, the bidder making the second highest bid may elect to have its bid be a back-up bid (the "Back-Up Bid") and will be the "Back-Up Bidder." Within ninety (90) calendar days of the execution of the Agreement, the Buyer must fund the remainder of the Purchase Price (the "Final Payment"). Only if the Buyer is not the Successful Bidder will the Final Payment not be due and payable or if made, be refundable. Any other bidder who made the Successful Bid must pay the entirety of the Successful Bid within fifteen (15) calendar days of the Effective Date. If the Successful Bidder fails to timely submit the Final Payment, the Successful Bidder's Deposit will automatically be forfeited to the Trustee and the Estate as liquidated damages. If the Successful Bidder fails to make the Final Payment, then the Trustee shall sell and assign the Assets to the Back-Up Bidder without further court order, in which event the Back-Up Bidder must pay, as the Purchase Price for the Property, the difference between the Overbid Deposit and the Back-Up Bid, within fifteen (15) calendar days of being informed in writing that the Final Payment of the Successful Bidder was not paid. If the Back-Up Bidder fails to make the Final Payment, then the Back-Up Bidder's Overbid Deposit will be automatically forfeited to the Trustee and the Estate as liquidated damages. If the Final Payment is not made by the Buyer, the Successful Bidder or the Back-Up Bidder, they forfeit all rights to the Property.